

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS				1. REQUISITION NUMBER REQ-4200-05-0048		PAGE OF 1 15	
2. CONTRACT NO. CPSC-S-06-0006				3. AWARD/ EFFECTIVE DATE		4. ORDER NUMBER	
5. SOLICITATION NUMBER				6. SOLICITATION ISSUE DATE			
7. FOR SOLICITATION INFORMATION CALL:		a. NAME William Graves		b. TELEPHONE NUMBER 301-504-7045		8. OFFER DUE DATE/LOCAL TIME	
9. ISSUED BY CONSUMER PRODUCT SAFETY COMMISSION DIV OF PROCUREMENT SERVICES 4330 EAST WEST HWY ROOM 517 BETHESDA MD 20814		CODE ADPS		10. THIS ACQUISITION IS <input checked="" type="checkbox"/> UNRESTRICTED OR <input type="checkbox"/> SET ASIDE: % FOR: <input type="checkbox"/> SMALL BUSINESS <input type="checkbox"/> EMERGING SMALL BUSINESS NAICS: <input type="checkbox"/> HUBZONE SMALL BUSINESS SIZE STANDARD: <input type="checkbox"/> SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS <input type="checkbox"/> 8(A)			
11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED <input type="checkbox"/> SEE SCHEDULE		12. DISCOUNT TERMS Net 30		13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700) <input type="checkbox"/>		13b. RATING	
15. DELIVER TO CONSUMER PRODUCT SAFETY COMMISSION DIVISION OF CHEMISTRY 10901 DARNESTOWN ROAD GAITHERSBURG MD 20878		CODE LSC		16. ADMINISTERED BY CONSUMER PRODUCT SAFETY COMMISSION DIV OF PROCUREMENT SERVICES 4330 EAST WEST HWY ROOM 517 BETHESDA MD 20814			
17a. CONTRACTOR/ OFFEROR WATERS CORPORATION ATTN ROBERT BRAKEFIELD 34 MAPLE STREET MILFORD MA 01757-7369		CODE 867704355		FACILITY CODE		18a. PAYMENT WILL BE MADE BY CONSUMER PRODUCT SAFETY COMMISSION DIVISION OF FINANCIAL SERVICES 4330 EAST WEST HWY, ROOM 522 BETHESDA MD 20814	
TELEPHONE NO. (508) 482-8507		18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a UNLESS BLOCK BELOW IS CHECKED <input type="checkbox"/> SEE ADDENDUM					
17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER							
19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES			21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
0001	Tax ID Number: 043234558 DUNS Number: 867704355 THE CONTRACTOR SHALL PROVIDE A ONE YEAR SERVICE PLAN IN ACCORDANCE WITH THE EQUIPMENTS SPECIFICATIONS. SERVICES SHALL BE FOR THE PERIOD OF OCTOBER 1, 2005 THROUGH SEPTEMBER 30, 2006 P/N TAP603779 SEPERATION MODULE SERIAL NUMBER: F99SM7961M Accounting Info: Continued ... (Use Reverse and/or Attach Additional Sheets as Necessary)			1	EA	3,030.00	
25. ACCOUNTING AND APPROPRIATION DATA SUBJECT TO AVAILABILITY OF FUNDS						26. TOTAL AWARD AMOUNT (For Govt. Use Only) \$0.00	
<input type="checkbox"/> 27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1, 52.212-4, FAR 52.212-3 AND 52.212-5 ARE ATTACHED. ADDENDA <input checked="" type="checkbox"/> 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4, FAR 52.212-5 IS ATTACHED. ADDENDA						<input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED <input type="checkbox"/> ARE <input checked="" type="checkbox"/> ARE NOT ATTACHED	
<input checked="" type="checkbox"/> 28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN 1 COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED HEREIN.						<input type="checkbox"/> 29. AWARD OF CONTRACT: REF. _____ OFFER DATED _____ YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS:	
30a. SIGNATURE OF OFFEROR/CONTRACTOR				31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER)			
30b. NAME AND TITLE OF SIGNER (Type or print)				31b. NAME OF CONTRACTING OFFICER (Type or print)			
30c. DATE SIGNED				31c. DATE SIGNED			

19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
0002	06-PS-EXOB-4200-34034-257B Amount: \$3,030.00 (Subject to Availability of Funds) P/N TAP603688 996 PDA DETECTOR SERIAL NUMBER: F99996380M Accounting Info: 06-PS-EXOB-4200-34034-257B Amount: \$1,285.00 (Subject to Availability of Funds)	1	EA	1,285.00	
0003	P/N TAP603764 432 COND DETECTOR SERIAL NUMBER: D99432633M Accounting Info: 06-PS-EXOB-4200-34034-257B Amount: \$865.00 (Subject to Availability of Funds)	1	EA	865.00	
0004	P/N TAP601357 SAT/IN A98SAT825R Accounting Info: 06-PS-EXOB-4200-34034-257B Amount: \$455.00 (Subject to Availability of Funds)	1	EA	455.00	
0005	P/N 740000810 WATERS SOFTWARE PREMIER PLAN SERIAL NUMBER: SUP MX9AM2317M SERIAL NUMBER: BLACESPCI D99BLS406T Accounting Info: 06-PS-EXOB-4200-34034-257B Amount: \$1,835.00 (Subject to Availability of Funds)	1	EA	1,835.00	
	Continued ...				

32a. QUANTITY IN COLUMN 21 HAS BEEN

☐ RECEIVED☐ INSPECTED
☐ NOTED: ACCEPTED, AND CONFORMS TO THE CONTRACT, EXCEPT AS

32b. SIGNATURE OF AUTHORIZED GOVERNMENT REPRESENTATIVE

32c. DATE

32d. PRINTED NAME AND TITLE OF AUTHORIZED GOVERNMENT REPRESENTATIVE

32e. MAILING ADDRESS OF AUTHORIZED GOVERNMENT REPRESENTATIVE

32f. TELEPHONE NUMBER OF AUTHORIZED GOVERNMENT REPRESENTATIVE

32g. E-MAIL OF AUTHORIZED GOVERNMENT REPRESENTATIVE

33. SHIP NUMBER

34. VOUCHER NUMBER

35. AMOUNT VERIFIED
CORRECT FOR

36. PAYMENT

37. CHECK NUMBER

☐ PARTIAL ☐ FINAL☐ COMPLETE ☐ PARTIAL ☐ FINAL

38. S/R ACCOUNT NUMBER

39. S/R VOUCHER NUMBER

40. PAID BY

41a. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT

41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER

41c. DATE

42a. RECEIVED BY (Print)

42b. RECEIVED AT (Location)

42c. DATE REC'D (YYMMDD)

42d. TOTAL CONTAINERS

CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED
CPSC-S-06-0006

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NAME OF OFFEROR OR CONTRACTOR
WATERS CORPORATION

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	<p>Funds)</p> <p>THE CPSC PROJECT OFFICER IS DAVID COBB AT (301) 424-6421 EXTENSION 106.</p> <p>ATTACHMENT: WAGE DETERMINATION NUMBER 1994-2103</p> <p>Total amount of award: \$7,470.00. The obligation for this award is shown in box 26.</p>				

52.228-5 Insurance-Work on a Government Installation.....	5
52.212-4 Contract Terms and Conditions - Commercial Items. (OCT 2003).....	5
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52.228-5 Insurance-Work on a Government Installation.
(Reference 28.310)

52.212-4 Contract Terms and Conditions - Commercial Items. (OCT 2003)

(a) *Inspection/Acceptance.* The Contractor shall only tender for acceptance those items that conform to the requirements of this contract. The Government reserves the right to inspect or test any supplies or services that have been tendered for acceptance. The Government may require repair or replacement of nonconforming supplies or reperformance of nonconforming services at no increase in contract price. The Government must exercise its post-acceptance rights -

(1) Within a reasonable time after the defect was discovered or should have been discovered; and

(2) Before any substantial change occurs in the condition of the item, unless the change is due to the defect in the item.

(b) *Assignment.* The Contractor or its assignee may assign its rights to receive payment due as a result of performance of this contract to a bank, trust company, or other financing institution, including any Federal lending agency in accordance with the Assignment of Claims Act (31 U.S.C. 3727). However, when a third party makes payment (e.g., use of the Governmentwide commercial purchase card), the Contractor may not assign its rights to receive payment under this contract.

(c) *Changes.* Changes in the terms and conditions of this contract may be made only by written agreement of the parties.

(d) *Disputes.* This contract is subject to the Contract Disputes Act of 1978, as amended (41 U.S.C. 601-613). Failure of the parties to this contract to reach agreement on any request for equitable adjustment, claim, appeal or action arising under or relating to this contract shall be a dispute to be resolved in accordance with the clause at FAR 52.233-1, Disputes, which is incorporated herein by reference. The Contractor shall proceed diligently with performance of this contract, pending final resolution of any dispute arising under the contract.

(e) *Definitions.* The clause at FAR 52.202-1, Definitions, is incorporated herein by reference.

(f) *Excusable delays.* The Contractor shall be liable for default unless nonperformance is caused by an occurrence beyond the reasonable control of the Contractor and without its fault or negligence such as, acts of God or the public enemy, acts of the Government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, unusually severe weather, and delays of common carriers. The Contractor shall notify the Contracting Officer in writing as soon as it is reasonably possible after the commencement of any excusable delay, setting forth the full particulars in connection therewith, shall remedy such occurrence with all reasonable dispatch, and shall promptly give written notice to the Contracting Officer of the cessation of such occurrence.

(g) *Invoice.* (1) The Contractor shall submit an original invoice and three copies (or electronic invoice, if authorized) to the address designated in the contract to receive invoices. An invoice must include--

(i) Name and address of the Contractor;

(ii) Invoice date and number;

(iii) Contract number, contract line item number and, if applicable, the order number;

(iv) Description, quantity, unit of measure, unit price and extended price of the items delivered;

(v) Shipping number and date of shipment, including the bill of lading number and weight of

shipment if shipped on Government bill of lading;

(vi) Terms of any discount for prompt payment offered;

(vii) Name and address of official to whom payment is to be sent;

(viii) Name, title, and phone number of person to notify in event of defective invoice; and

(ix) Taxpayer Identification Number (TIN). The Contractor shall include its TIN on the invoice only if required elsewhere in this contract.

(x) Electronic funds transfer (EFT) banking information.

(A) The Contractor shall include EFT banking information on the invoice only if required elsewhere in this contract.

(B) If EFT banking information is not required to be on the invoice, in order for the invoice to be a proper invoice, the Contractor shall have submitted correct EFT banking information in accordance with the applicable solicitation provision, contract clause (e.g., 52.232-33, Payment by Electronic Funds Transfer--Central Contractor Registration, or 52.232-34, Payment by Electronic Funds Transfer--Other Than Central Contractor Registration), or applicable agency procedures.

(C) EFT banking information is not required if the Government waived the requirement to pay by EFT.

(2) Invoices will be handled in accordance with the Prompt Payment Act (31 U.S.C. 3903) and Office of Management and Budget (OMB) prompt payment regulations at 5 CFR part 1315.

(h) *Patent indemnity.* The Contractor shall indemnify the Government and its officers, employees and agents against liability, including costs, for actual or alleged direct or contributory infringement of, or inducement to infringe, any United States or foreign patent, trademark or copyright, arising out of the performance of this contract, provided the Contractor is reasonably notified of such claims and proceedings.

(i) *Payment.* (1) Items accepted. Payment shall be made for items accepted by the Government that have been delivered to the delivery destinations set forth in this contract.

(2) Prompt payment. The Government will make payment in accordance with the Prompt Payment Act (31 U.S.C. 3903) and prompt payment regulations at 5 CFR part 1315.

(3) Electronic Funds Transfer (EFT). If the Government makes payment by EFT, see 52.212-5(b) for the appropriate EFT clause.

(4) Discount. In connection with any discount offered for early payment, time shall be computed from the date of the invoice. For the purpose of computing the discount earned, payment shall be considered to have been made on the date which appears on the payment check or the specified payment date if an electronic funds transfer payment is made.

(5) Overpayments. If the Contractor becomes aware of a duplicate contract financing or invoice payment or that the Government has otherwise overpaid on a contract financing or invoice payment, the Contractor shall immediately notify the Contracting Officer and request instructions for disposition of the overpayment.

(j) *Risk of loss.* Unless the contract specifically provides otherwise, risk of loss or damage to the supplies provided under this contract shall remain with the Contractor until, and shall pass to the Government upon:

(1) Delivery of the supplies to a carrier, if transportation is f.o.b. origin; or

(2) Delivery of the supplies to the Government at the destination specified in the contract, if transportation is f.o.b. destination.

(k) *Taxes.* The contract price includes all applicable Federal, State, and local taxes and duties.

(l) *Termination for the Government's convenience.* The Government reserves the right to terminate this contract, or any part hereof, for its sole convenience. In the event of such termination, the Contractor shall immediately stop all work hereunder and shall immediately cause any and all of its suppliers and subcontractors to cease work. Subject to the terms of this contract, the Contractor shall be paid a percentage of the contract price reflecting the percentage of the work performed prior to the notice of termination, plus reasonable charges the Contractor can demonstrate to the satisfaction of the Government using its standard record keeping system, have resulted from the termination. The Contractor shall not be required to comply with the cost accounting standards or contract cost principles for this purpose. This paragraph does not give the Government any right to audit the Contractor's records. The Contractor shall not be paid for any work performed or costs incurred which reasonably could have been avoided.

(m) *Termination for cause.* The Government may terminate this contract, or any part hereof, for cause in the event of any default by the Contractor, or if the Contractor fails to comply with any contract terms and conditions, or fails to provide the Government, upon request, with adequate assurances of future performance. In the event of termination for cause, the Government shall not be liable to the Contractor for any amount for supplies or services not accepted, and the Contractor shall be liable to the Government for any and all rights and remedies provided by law. If it is determined that the Government improperly terminated this contract for default, such termination shall be deemed a termination for convenience.

(n) *Title.* Unless specified elsewhere in this contract, title to items furnished under this contract shall pass to the Government upon acceptance, regardless of when or where the Government takes physical possession.

(o) *Warranty.* The Contractor warrants and implies that the items delivered hereunder are merchantable and fit for use for the particular purpose described in this contract.

(p) *Limitation of liability.* Except as otherwise provided by an express warranty, the Contractor will not be liable to the Government for consequential damages resulting from any defect or deficiencies in accepted items.

(q) *Other compliances.* The Contractor shall comply with all applicable Federal, State and local laws, executive orders, rules and regulations applicable to its performance under this contract.

(r) *Compliance with laws unique to Government contracts.* The Contractor agrees to comply with 31 U.S.C. 1352 relating to limitations on the use of appropriated funds to influence certain Federal contracts; 18 U.S.C. 431 relating to officials not to benefit; 40 U.S.C. 327, *et seq.*, Contract Work Hours and Safety Standards Act; 41 U.S.C. 51-58, Anti-Kickback Act of 1986; 41 U.S.C. 265 and 10 U.S.C. 2409 relating to whistleblower protections; 49 U.S.C. 40118, Fly American; and 41 U.S.C. 423 relating to procurement integrity.

(s) *Order of precedence.* Any inconsistencies in this solicitation or contract shall be resolved by giving precedence in the following order:

(1) The schedule of supplies/services.

(2) The Assignments, Disputes, Payments, Invoice, Other Compliances, and Compliance with Laws Unique to Government Contracts paragraphs of this clause.

(3) The clause at 52.212-5.

(4) Addenda to this solicitation or contract, including any license agreements for computer software.

(5) Solicitation provisions if this is a solicitation.

(6) Other paragraphs of this clause.

(7) The Standard Form 1449.

(8) Other documents, exhibits, and attachments.

(9) The specification.

(t) Central Contractor Registration (CCR). (1) Unless exempted by an addendum to this contract, the Contractor is responsible during performance and through final payment of any contract for the accuracy and completeness of the data within the CCR database, and for any liability resulting from the Government's reliance on inaccurate or incomplete data. To remain registered in the CCR database after the initial registration, the Contractor is required to review and update on an annual basis from the date of initial registration or subsequent updates its information in the CCR database to ensure it is current, accurate and complete. Updating information in the CCR does not alter the terms and conditions of this contract and is not a substitute for a properly executed contractual document.

(2)(i) If a Contractor has legally changed its business name, "doing business as" name, or division name (whichever is shown on the contract), or has transferred the assets used in performing the contract, but has not completed the necessary requirements regarding novation and change-of-name agreements in FAR subpart 42.12, the Contractor shall provide the responsible Contracting Officer a minimum of one business day's written notification of its intention to (A) change the name in the CCR database; (B) comply with the requirements of subpart 42.12; and (C) agree in writing to the timeline and procedures specified by the responsible Contracting Officer. The Contractor must provide with the notification sufficient documentation to support the legally changed name.

(ii) If the Contractor fails to comply with the requirements of paragraph (t)(2)(i) of this clause, or fails to perform the agreement at paragraph (t)(2)(i)(C) of this clause, and, in the absence of a properly executed novation or change-of-name agreement, the CCR information that shows the Contractor to be other than the Contractor indicated in the contract will be considered to be incorrect information within the meaning of the "Suspension of Payment" paragraph of the electronic funds transfer (EFT) clause of this contract.

(3) The Contractor shall not change the name or address for EFT payments or manual payments, as appropriate, in the CCR record to reflect an assignee for the purpose of assignment of claims (see Subpart 32.8, Assignment of Claims). Assignees shall be separately registered in the CCR database. Information provided to the Contractor's CCR record that indicates payments, including those made by EFT, to an ultimate recipient other than that Contractor will be considered to be incorrect information within the meaning of the "Suspension of payment" paragraph of the EFT clause of this contract.

(4) Offerors and Contractors may obtain information on registration and annual confirmation requirements via the internet at <http://www.ccr.gov> or by calling 1-888-227-2423 or 269-961-5757.

(End of clause)

52.212-5 Contract Terms and Conditions Required to Implement Statutes or Executive Orders - Commercial Items. (JUL 2005)

(a) The Contractor shall comply with the following Federal Acquisition Regulation (FAR) clauses, which are incorporated in this contract by reference, to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

[X] (1) 52.233-3, Protest After Award (AUG 1996) (31 U.S.C. 3553).

[X] (2) 52.233-4, Applicable Law for Breach of Contract Claim (OCT 2004) (Pub. L. 108-77, 108-78).

(b) The Contractor shall comply with the FAR clauses in this paragraph (b) that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items: [*Contracting Officer check as appropriate.*]

[](1) 52.203-6, Restrictions on Subcontractor Sales to the Government (JUL 1995), with Alternate I (OCT 1995) (41 U.S.C. 253g and 10 U.S.C. 2402).

[](2) 52.219-3, Notice of Total HUBZone Set-Aside (JAN 1999) (15 U.S.C. 657a).

[](3) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (JUL 2005) (if the offeror elects to waive the preference, it shall so indicate in its offer) (15 U.S.C. 657a).

[](4)(i) 52.219-5, Very Small Business Set-Aside (JUN 2003) (Pub. L. 103-403, section 304, Small Business Reauthorization and Amendments Act of 1994).

[](ii) Alternate I (MAR 1999) of 52.219-5.

[](iii) Alternate II (JUN 2003) of 52.219-5.

[](5)(i) 52.219-6, Notice of Total Small Business Set-Aside (JUN 2003) (15 U.S.C. 644).

[](ii) Alternate I (OCT 1995) of 52.219-6.

[](iii) Alternate II (MAR 2004) of 52.219-6.

[](6)(i) 52.219-7, Notice of Partial Small Business Set-Aside (JUN 2003) (15 U.S.C. 644).

[](ii) Alternate I (OCT 1995) of 52.219-7.

[](iii) Alternate II (MAR 2004) of 52.219-7.

[](7) 52.219-8, Utilization of Small Business Concerns (MAY 2004) (15 U.S.C. 637 (d)(2) and (3)).

[](8)(i) 52.219-9, Small Business Subcontracting Plan (JUL 2005) (15 U.S.C. 637(d)(4)).

[](ii) Alternate I (OCT 2001) of 52.219-9.

[](iii) Alternate II (OCT 2001) of 52.219-9.

[](9) 52.219-14, Limitations on Subcontracting (DEC 1996) (15 U.S.C. 637(a)(14)).

[](10)(i) 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns (JUL 2005) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323) (if the offeror elects to waive the adjustment, it shall so indicate in its offer).

[](ii) Alternate I (JUN 2003) of 52.219-23.

[](11) 52.219-25, Small Disadvantaged Business Participation Program - Disadvantaged Status and Reporting (OCT 1999) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).

[](12) 52.219-26, Small Disadvantaged Business Participation Program - Incentive Subcontracting (OCT 2000) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).

[](13) 52.219-27, Notice of Total Service-Disabled Veteran-Owned Small Business Set-Aside (May

2004).

☐ (14) 52.222-3, Convict Labor (JUN 2003) (E.O. 11755).

☒ (15) 52.222-19, Child Labor - Cooperation with Authorities and Remedies (JUN 2004) (E.O. 13126).

☐ (16) 52.222-21, Prohibition of Segregated Facilities (FEB 1999).

☐ (17) 52.222-26, Equal Opportunity (APR 2002) (E.O. 11246).

☐ (18) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (DEC 2001) (38 U.S.C. 4212).

☐ (19) 52.222-36, Affirmative Action for Workers with Disabilities (JUN 1998) (29 U.S.C. 793).

☐ (20) 52.222-37, Employment Reports on Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (DEC 2001) (38 U.S.C. 4212).

☐ (21) 52.222-39, Notification of Employee Rights Concerning Payment of Union Dues or Fees (DEC 2004) (E.O. 13201).

☐ (22)(i) 52.223-9, Estimate of Percentage of Recovered Material Content for EPA-Designated Products (AUG 2000) (42 U.S.C. 6962(c)(3)(A)(ii)).

☐ (ii) Alternate I (AUG 2000) of 52.223-9 (42 U.S.C. 6962(i)(2)(C)).

☐ (23) 52.225-1, Buy American Act - Supplies (JUN 2003) (41 U.S.C. 10a-10d).

☐ (24)(i) 52.225-3, Buy American Act--Free Trade Agreements-- Israeli Trade Act (Jan 2005) (41 U.S.C. 10a-10d, 19 U.S.C. 3301 note, 19 U.S.C. 2112 note, Pub. L. 108-77, 108-78, 108-286).

☐ (ii) Alternate I (JAN 2004) of 52.225-3.

☐ (iii) Alternate II (JAN 2004) of 52.225-3.

☐ (25) 52.225-5, Trade Agreements (Jan 2005) (19 U.S.C. 2501, et seq., 19 U.S.C. 3301 note).

☐ (26) 52.225-13, Restrictions on Certain Foreign Purchases (MAR 2005) (E.o.s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).

☐ (27) 52.225-15, Sanctioned European Union Country End Products (FEB 2000) (E.O. 12849).

☐ (28) 52.225-16, Sanctioned European Union Country Services (FEB 2000) (E.O. 12849).

☐ (29) 52.232-29, Terms for Financing of Purchases of Commercial Items (FEB 2002) (41 U.S.C. 255(f), 10 U.S.C. 2307(f)).

☐ (30) 52.232-30, Installment Payments for Commercial Items (OCT 1995) (41 U.S.C. 255(f), 10 U.S.C. 2307(f)).

☒ (31) 52.232-33, Payment by Electronic Funds Transfer - Central Contractor Registration (OCT 2003) (31 U.S.C. 3332).

☐ (32) 52.232-34, Payment by Electronic Funds Transfer - Other than Central Contractor Registration (MAY 1999) (31 U.S.C. 3332).

[](33) 52.232-36, Payment by Third Party (MAY 1999) (31 U.S.C. 3332).

[](34) 52.239-1, Privacy or Security Safeguards (AUG 1996) (5 U.S.C. 552a).

[](35)(i) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (APR 2003) (46 U.S.C. Appx 1241 and 10 U.S.C. 2631).

[](ii) Alternate I (APR 2003) of 52.247-64.

(c) The Contractor shall comply with the FAR clauses in this paragraph (c), applicable to commercial services, that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items: [*Contracting Officer check as appropriate.*]

[X](1) 52.222-41, Service Contract Act of 1965, as Amended (JUL 2005) (41 U.S.C. 351, et seq.).

[](2) 52.222-42, Statement of Equivalent Rates for Federal Hires (MAY 1989) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).

[](3) 52.222-43, Fair Labor Standards Act and Service Contract Act--Price Adjustment (Multiple Year and Option Contracts) (MAY 1989) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).

[](4) 52.222-44, Fair Labor Standards Act and Service Contract Act--Price Adjustment (FEB 2002) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).

[](5) 52.222-47, SCA Minimum Wages and Fringe Benefits Applicable to Successor Contract Pursuant to Predecessor Contractor Collective Bargaining Agreements (CBA) (MAY 1989) (41 U.S.C. 351, et seq.).

(d) *Comptroller General Examination of Record.* The Contractor shall comply with the provisions of this paragraph (d) if this contract was awarded using other than sealed bid, is in excess of the simplified acquisition threshold, and does not contain the clause at 52.215-2, Audit and Records - Negotiation.

(1) The Comptroller General of the United States, or an authorized representative of the Comptroller General, shall have access to and right to examine any of the Contractor's directly pertinent records involving transactions related to this contract.

(2) The Contractor shall make available at its offices at all reasonable times the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in FAR Subpart 4.7, Contractor Records Retention, of the other clauses of this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.

(3) As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of form. This does not require the Contractor to create or maintain any record that the Contractor does not maintain in the ordinary course of business or pursuant to a provision of law.

(e)(1) Notwithstanding the requirements of the clauses in paragraphs (a), (b), (c), and (d) of this clause, the Contractor is not required to flow down any FAR clause, other than those in paragraphs (i) through (vii) of this paragraph in a subcontract for commercial items. Unless otherwise indicated below, the extent of the flow down shall be as required by the clause--

- (i) 52.219-8, Utilization of Small Business Concerns (MAY 2004) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds \$500,000 (\$1,000,000 for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.
- (ii) 52.222-26, Equal Opportunity (APR 2002) (E.O. 11246).
- (iii) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (DEC 2001) (38 U.S.C. 4212).
- (iv) 52.222-36, Affirmative Action for Workers with Disabilities (JUN 1998) (29 U.S.C. 793).
- (v) 52.222-39, Notification of Employee Rights Concerning Payment of Union Dues or Fees (DEC 2004) (E.O. 13201).
- (vi) 52.222-41, Service Contract Act of 1965, as Amended (JUL 2005), flow down required for all subcontracts subject to the Service Contract Act of 1965 (41 U.S.C. 351, et seq.).
- (vii) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (APR 2003) (46 U.S.C. Appx 1241 and 10 U.S.C. 2631). Flow down required in accordance with paragraph (d) of FAR clause 52.247-64.

(2) While not required, the contractor may include in its subcontracts for commercial items a minimal number of additional clauses necessary to satisfy its contractual obligations.

(End of clause)

52.0000-4004A CONTRACTOR'S NOTE

Deliveries and/or shipments shall not be left at the Loading Dock. All deliveries shall be considered "inside deliveries" to the appropriate room at the Consumer Product Safety Commission (CPSC) and in accordance with the instructions below. When scheduling deliveries the purchase order number shall always be referenced and all packages shall clearly display the Purchase Order Number on the outside of the cartons and/or packages, to include the packing slip.

ATTENTION GOVERNMENT VENDOR

A. DELIVERY INSTRUCTIONS FOR LARGE OR HEAVY ITEMS:

If the shipment or item being delivered requires use of a loading dock, advance notification is required. The contractor shall contact Mr. Arliss Butler, Shipping and Receiving Coordinator at (240) 882-6386 or Mr. Ray Garcia, Property Management Officer at (301) 504-7113, forty-eight (48) hours in advance of the date the items are to arrive to schedule use of the loading dock.

LOADING DOCK HOURS OF OPERATION:

9:00a.m. to 11:00a.m. or 1:30p.m. to 4:00p.m.
Monday through Friday (except holidays)

Please notify contact person if there is a change in the delivery date. For changes, delays, or assistance please contact CPSC as follows:

Administrative Services (301) 504-7085
Procurement Services (301) 504-7045

Upon arrival, the driver should use the intercom box at the loading dock to obtain assistance in using freight elevators and to gain access to CPSC security areas.

DELIVERY INSTRUCTION FOR SMALL ITEMS

When delivering or shipping small items, the contractor and/or carrier service shall report to the 4th floor lobby, North Tower, 4330 East West Highway, to sign in with the CPSC guard. Upon completion of signing in, the contractor shall deliver all shipments to the Mail Room, Room 516. After delivery, delivery personnel shall promptly depart the building.

MAIL ROOM HOURS OF OPERATION:

Monday through Friday (except holidays) – 7:30a.m. to 5:00p.m.

BILLING INSTRUCTIONS

Pursuant to the Prompt Payment Act (P.L. 97-177) and the Prompt Payment Act Amendments of 1988 (P.L. 100-496) all Federal agencies are required to pay their bills on time, pay interest penalties when payments are made late, and to take discounts only when payments are made within the discount period. To assure compliance with the Act, vouchers and/or invoices shall be submitted on any acceptable invoice form which meets the criteria listed below. Examples of government vouchers that may be used are the Public Vouchers for Purchase and Services Other Than Personal, SF 1034, and Continuation Sheet, SF 1035. At a minimum, each invoice shall include:

The name and address of the business concern (and separate remittance address, if applicable).

Taxpayer Identification Number (TIN).

Invoice date (use of invoice number in addition to invoice date is prudent but not required).

The contract or purchase order number (see block 2 of OF347 and block 4 of SF1449 on page 1 of this order), or other authorization for delivery of goods or services.

Description, price and quantity of goods or services actually delivered or renders.

Shipping cost terms (if applicable).

Payments terms.

All vendors please include the following information when invoicing for payment: ACH Vendor Information which includes the :
Financial Institution, routing transit number, and depositor account number. In addition please specify whether account is a checking account or savings account.

Other substantiating documentation or information as specified in the contract or purchase order.

Name (where practicable), title, phone number and mailing address of responsible official to be notified in the event of a deficient invoice.

ORIGINAL VOUCHERS/INVOICES SHALL BE SENT TO:

Accounting Officer

Div. of Financial Services, Room 522
U.S. Consumer Product Safety Commission
Washington, D.C. 20207-9910

Invoices not submitted in accordance with the above stated minimum requirements will not be processed for payment. Deficient invoices will be returned to the vendor within seven days or sooner. Standard forms 1034 and 1035 will be furnished by CPSC upon request of the contractor.

PAYMENT

Payment will be made as close as possible to, but not later than, the 30th day after receipt of a proper invoice as defined in "Billing Instructions," except as follows:

When a time discount is taken, payment will be made as close as possible to, but not later than, the discount date. Discounts will be taken whenever economically justified. Otherwise, late payments will include interest penalty payments. Inquiries regarding payment should be directed to the Accounting Officer on (301) 504-7172 at the following address:

Accounting Officer
Div. of Financial Services, Room 522
U.S. Consumer Product Safety Commission
Washington, D.C. 20207-9910

Complaints related to the late payment of an invoice should be directed to Deborah Peebles Hodge, Director, Division of Financial Services at the same address (above).

INSPECTION & ACCEPTANCE PERIOD

The Commission at the destination point within three (3) working days after the date of receipt shall inspect all materials/services. The CPSC contact person will transmit disapproval, if appropriate.

ALL OTHER INFORMATION RELATING TO THE PURCHASE ORDER

CONTACT: William Graves @ (301) 504-7045.

PROCESSING INSTRUCTIONS FOR REQUESTING OFFICES

The Purchase Order/Receiving Report (Optional Form 347 or Standard Form 1449) must be completed at the time the ordered goods or services are received. Upon receipt of the goods or services ordered, each item should be inspected, accepted (partial or final) or rejected. The Purchase Order/Receiving Report must be appropriately completed, signed and dated by the authorized receiving official. In addition, the acceptance block shall be completed (Blocks 32 a, b & c on the SF 1449 and column G and page 2 of the OF 347).

The receiving report shall be retained by the requesting office for confirmation when certifying invoices.

PROPERTY/EQUIPMENT PURCHASES

In the case of Purchase Orders/Receiving Reports involving the purchase and receipt of property/equipment, a copy of the Purchase Order/Receiving Report must also be immediately forwarded directly to the Property Management Officer (Key Garcia) in the Administration Services Branch (Room 520). The transmittal of Purchase Orders/Receiving Reports to the property management officer is critical to the integrity and operation of CPSC's Property Management System. Receiving officials should also forward copies to their local property officer/property custodian consistent with local office procedures.

52.232-18 Availability of Funds. (Apr 1984)

Funds are not presently available for this contract. The Government's obligation under this contract is contingent upon the availability of appropriated funds from which payment for contract purposes can be made. No legal liability on the part of the Government for any payment may arise until funds are made available to the Contracting Officer for this contract and until the Contractor receives notice of such availability, to be confirmed in writing by the Contracting Officer.

(End of clause)

REGISTER OF WAGE DETERMINATIONS UNDER
THE SERVICE CONTRACT ACT
By direction of the Secretary of Labor

1994210334

ATTACHMENT
U.S. DEPARTMENT OF LABOR
EMPLOYMENT STANDARDS ADMINISTRATION
WAGE AND HOUR DIVISION
WASHINGTON D.C. 20210

William W. Gross
Director

Division of
Wage Determinations

Wage Determination No.: 1994-2103
Revision No.: 34
Date Of Last Revision: 05/23/2005

States: District of Columbia, Maryland, Virginia

Area: District of Columbia Statewide
Maryland Counties of Calvert, Charles, Frederick, Montgomery, Prince George's, St
Mary's
Virginia Counties of Alexandria, Arlington, Fairfax, Falls Church, Fauquier, King
George, Loudoun, Prince William, Stafford

****Fringe Benefits Required Follow the Occupational Listing****

OCCUPATION CODE - TITLE	MINIMUM WAGE RATE
01000 - Administrative Support and Clerical Occupations	12.16
01011 - Accounting Clerk I	12.86
01012 - Accounting Clerk II	14.89
01013 - Accounting Clerk III	16.65
01014 - Accounting Clerk IV	17.02
01030 - Court Reporter	16.50
01050 - Dispatcher, Motor Vehicle	12.75
01060 - Document Preparation Clerk	10.23
01070 - Messenger (Courier)	12.75
01090 - Duplicating Machine Operator	15.10
01110 - Film/Tape Librarian	11.68
01115 - General Clerk I	13.72
01116 - General Clerk II	15.32
01117 - General Clerk III	18.74
01118 - General Clerk IV	19.30
01120 - Housing Referral Assistant	12.67
01131 - Key Entry Operator I	13.82
01132 - Key Entry Operator II	14.74
01191 - Order Clerk I	16.29
01192 - Order Clerk II	13.05
01261 - Personnel Assistant (Employment) I	15.10
01262 - Personnel Assistant (Employment) II	17.02
01263 - Personnel Assistant (Employment) III	19.60
01264 - Personnel Assistant (Employment) IV	18.89
01270 - Production Control Clerk	15.42
01290 - Rental Clerk	15.26
01300 - Scheduler, Maintenance	16.11
01311 - Secretary I	17.31
01312 - Secretary II	19.30
01313 - Secretary III	21.45
01314 - Secretary IV	23.75
01315 - Secretary V	15.82
01320 - Service Order Dispatcher	15.15
01341 - Stenographer I	16.47
01342 - Stenographer II	21.45
01400 - Supply Technician	16.43
01420 - Survey Worker (Interviewer)	12.06
01460 - Switchboard Operator-Receptionist	17.31
01510 - Test Examiner	

01520 - Test Proctor	17.31
01531 - Travel Clerk I	11.63
01532 - Travel Clerk II	12.49
01533 - Travel Clerk III	13.41
01611 - Word Processor I	12.75
01612 - Word Processor II	15.10
01613 - Word Processor III	17.02
03000 - Automatic Data Processing Occupations	
03010 - Computer Data Librarian	15.10
03041 - Computer Operator I	15.10
03042 - Computer Operator II	17.02
03043 - Computer Operator III	18.89
03044 - Computer Operator IV	21.09
03045 - Computer Operator V	23.35
03071 - Computer Programmer I (1)	19.64
03072 - Computer Programmer II (1)	23.33
03073 - Computer Programmer III (1)	27.62
03074 - Computer Programmer IV (1)	27.62
03101 - Computer Systems Analyst I (1)	27.62
03102 - Computer Systems Analyst II (1)	27.62
03103 - Computer Systems Analyst III (1)	27.62
03160 - Peripheral Equipment Operator	15.10
05000 - Automotive Service Occupations	
05005 - Automotive Body Repairer, Fiberglass	22.73
05010 - Automotive Glass Installer	17.88
05040 - Automotive Worker	17.88
05070 - Electrician, Automotive	18.95
05100 - Mobile Equipment Servicer	15.69
05130 - Motor Equipment Metal Mechanic	19.98
05160 - Motor Equipment Metal Worker	17.88
05190 - Motor Vehicle Mechanic	20.07
05220 - Motor Vehicle Mechanic Helper	16.81
05250 - Motor Vehicle Upholstery Worker	17.88
05280 - Motor Vehicle Wrecker	17.88
05310 - Painter, Automotive	18.95
05340 - Radiator Repair Specialist	17.88
05370 - Tire Repairer	14.43
05400 - Transmission Repair Specialist	19.98
07000 - Food Preparation and Service Occupations	
(not set) - Food Service Worker	9.91
07010 - Baker	12.25
07041 - Cook I	11.53
07042 - Cook II	12.79
07070 - Dishwasher	9.76
07130 - Meat Cutter	16.07
07250 - Waiter/waitress	8.59
09000 - Furniture Maintenance and Repair Occupations	
09010 - Electrostatic Spray Painter	18.05
09040 - Furniture Handler	12.55
09070 - Furniture Refinisher	18.05
09100 - Furniture Refinisher Helper	13.85
09110 - Furniture Repairer, Minor	16.01
09130 - Upholsterer	18.05
11030 - General Services and Support Occupations	
11030 - Cleaner, Vehicles	9.67
11060 - Elevator Operator	9.79
11090 - Gardener	14.27
11121 - House Keeping Aid I	9.97
11122 - House Keeping Aid II	10.77
11150 - Janitor	10.12
11210 - Laborer, Grounds Maintenance	11.65
11240 - Maid or Houseman	9.97
11270 - Pest Controller	12.49

11300 - Refuse Collector	11.69
11330 - Tractor Operator	14.00
11360 - Window Cleaner	10.51
12000 - Health Occupations	16.90
12020 - Dental Assistant	15.83
12040 - Emergency Medical Technician (EMT)/Paramedic/Ambulance Driver	15.86
12071 - Licensed Practical Nurse I	17.79
12072 - Licensed Practical Nurse II	19.92
12073 - Licensed Practical Nurse III	12.94
12100 - Medical Assistant	16.32
12130 - Medical Laboratory Technician	14.96
12160 - Medical Record Clerk	16.47
12190 - Medical Record Technician	9.32
12221 - Nursing Assistant I	10.48
12222 - Nursing Assistant II	11.94
12223 - Nursing Assistant III	13.40
12224 - Nursing Assistant IV	13.02
12250 - Pharmacy Technician	13.40
12280 - Phlebotomist	24.92
12311 - Registered Nurse I	29.47
12312 - Registered Nurse II	29.47
12313 - Registered Nurse II, Specialist	35.65
12314 - Registered Nurse III	35.65
12315 - Registered Nurse III, Anesthetist	42.73
12316 - Registered Nurse IV	
13000 - Information and Arts Occupations	20.85
13002 - Audiovisual Librarian	17.98
13011 - Exhibits Specialist I	23.33
13012 - Exhibits Specialist II	28.07
13013 - Exhibits Specialist III	18.73
13041 - Illustrator I	23.42
13042 - Illustrator II	28.82
13043 - Illustrator III	24.54
13047 - Librarian	17.18
13050 - Library Technician	14.67
13071 - Photographer I	17.18
13072 - Photographer II	21.52
13073 - Photographer III	26.05
13074 - Photographer IV	29.15
13075 - Photographer V	
15000 - Laundry, Dry Cleaning, Pressing and Related Occupations	8.71
15010 - Assembler	8.71
15030 - Counter Attendant	10.94
15040 - Dry Cleaner	8.71
15070 - Finisher, Flatwork, Machine	8.71
15090 - Presser, Hand	8.71
15100 - Presser, Machine, Drycleaning	8.71
15130 - Presser, Machine, Shirts	8.71
15160 - Presser, Machine, Wearing Apparel, Laundry	11.73
15190 - Sewing Machine Operator	12.43
15220 - Tailor	9.31
15250 - Washer, Machine	
19000 - Machine Tool Operation and Repair Occupations	18.95
19010 - Machine-Tool Operator (Toolroom)	23.05
19040 - Tool and Die Maker	
21000 - Material Handling and Packing Occupations	19.38
21010 - Fuel Distribution System Operator	19.05
21020 - Material Coordinator	19.05
21030 - Material Expediter	11.50
21040 - Material Handling Laborer	13.21
21050 - Order Filler	16.04
21071 - Forklift Operator	15.93
21080 - Production Line Worker (Food Processing)	

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21100 - Shipping/Receiving Clerk	13.15
21130 - Shipping Packer	13.15
21140 - Store Worker I	9.06
21150 - Stock Clerk (Shelf Stocker; Store Worker II)	13.05
21210 - Tools and Parts Attendant	16.99
21400 - Warehouse Specialist	16.04
23000 - Mechanics and Maintenance and Repair Occupations	22.24
23010 - Aircraft Mechanic	14.71
23040 - Aircraft Mechanic Helper	23.43
23050 - Aircraft Quality Control Inspector	17.82
23060 - Aircraft Servicer	18.09
23070 - Aircraft Worker	18.95
23100 - Appliance Mechanic	14.43
23120 - Bicycle Repairer	24.68
23125 - Cable Splicer	18.95
23130 - Carpenter, Maintenance	17.80
23140 - Carpet Layer	22.59
23160 - Electrician, Maintenance	19.42
23181 - Electronics Technician, Maintenance I	21.92
23182 - Electronics Technician, Maintenance II	23.87
23183 - Electronics Technician, Maintenance III	16.61
23260 - Fabric Worker	19.98
23290 - Fire Alarm System Mechanic	15.69
23310 - Fire Extinguisher Repairer	21.05
23340 - Fuel Distribution System Mechanic	17.28
23370 - General Maintenance Worker	20.87
23400 - Heating, Refrigeration and Air Conditioning Mechanic	19.98
23430 - Heavy Equipment Mechanic	20.76
23440 - Heavy Equipment Operator	19.98
23460 - Instrument Mechanic	14.27
23470 - Laborer	18.95
23500 - Locksmith	20.51
23530 - Machinery Maintenance Mechanic	21.52
23550 - Machinist, Maintenance	14.54
23580 - Maintenance Trades Helper	21.85
23640 - Millwright	18.95
23700 - Office Appliance Repairer	21.29
23740 - Painter, Aircraft	18.95
23760 - Painter, Maintenance	22.76
23790 - Pipefitter, Maintenance	20.99
23800 - Plumber, Maintenance	19.98
23820 - Pseudraulic Systems Mechanic	19.98
23850 - Rigger	17.88
23870 - Scale Mechanic	19.98
23890 - Sheet-Metal Worker, Maintenance	20.05
23910 - Small Engine Mechanic	22.21
23930 - Telecommunication Mechanic I	23.41
23931 - Telecommunication Mechanic II	22.21
23950 - Telephone Lineman	19.98
23960 - Welder, Combination, Maintenance	19.98
23965 - Well Driller	19.98
23970 - Woodcraft Worker	15.32
23980 - Woodworker	
24000 - Personal Needs Occupations	11.58
24570 - Child Care Attendant	16.15
24580 - Child Care Center Clerk	9.29
24600 - Chore Aid	16.75
24630 - Homemaker	
25000 - Plant and System Operation Occupations	22.57
25010 - Boiler Tender	19.52
25040 - Sewage Plant Operator	22.57
25070 - Stationary Engineer	15.24
25190 - Ventilation Equipment Tender	

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25210 - Water Treatment Plant Operator		19.72
27000 - Protective Service Occupations		
(not set) - Police Officer		23.19
27004 - Alarm Monitor		16.79
27006 - Corrections Officer		18.10
27010 - Court Security Officer		20.72
27040 - Detention Officer		18.29
27070 - Firefighter		20.97
27101 - Guard I		11.51
27102 - Guard II		15.16
28000 - Stevedoring/Longshoremen Occupations		19.89
28010 - Blocker and Bracer		19.89
28020 - Hatch Tender		19.89
28030 - Line Handler		18.71
28040 - Stevedore I		21.11
28050 - Stevedore II		
29000 - Technical Occupations		22.81
21150 - Graphic Artist		32.70
29010 - Air Traffic Control Specialist, Center (2)		22.54
29011 - Air Traffic Control Specialist, Station (2)		24.82
29012 - Air Traffic Control Specialist, Terminal (2)		15.78
29023 - Archeological Technician I		17.58
29024 - Archeological Technician II		21.94
29025 - Archeological Technician III		23.33
29030 - Cartographic Technician		31.26
29035 - Computer Based Training (CBT) Specialist/ Instructor		22.19
29040 - Civil Engineering Technician		14.31
29061 - Drafter I		16.57
29062 - Drafter II		18.53
29063 - Drafter III		23.33
29064 - Drafter IV		17.67
29081 - Engineering Technician I		19.84
29082 - Engineering Technician II		22.54
29083 - Engineering Technician III		27.49
29084 - Engineering Technician IV		33.62
29085 - Engineering Technician V		40.67
29086 - Engineering Technician VI		21.22
29090 - Environmental Technician		36.95
29100 - Flight Simulator/Instructor (Pilot)		26.54
29160 - Instructor		18.56
29210 - Laboratory Technician		23.70
29240 - Mathematical Technician		20.03
29361 - Paralegal/Legal Assistant I		24.82
29362 - Paralegal/Legal Assistant II		30.35
29363 - Paralegal/Legal Assistant III		36.73
29364 - Paralegal/Legal Assistant IV		23.33
29390 - Photooptics Technician		28.55
29480 - Technical Writer		20.78
29491 - Unexploded Ordnance (UXO) Technician I		25.14
29492 - Unexploded Ordnance (UXO) Technician II		30.13
29493 - Unexploded Ordnance (UXO) Technician III		20.78
29494 - Unexploded (UXO) Safety Escort		20.78
29495 - Unexploded (UXO) Sweep Personnel		21.32
29620 - Weather Observer, Senior (3)		18.30
29621 - Weather Observer, Combined Upper Air and Surface Programs (3)		18.30
29622 - Weather Observer, Upper Air (3)		
31000 - Transportation/ Mobile Equipment Operation Occupations		15.95
31030 - Bus Driver		8.62
31260 - Parking and Lot Attendant		13.45
31290 - Shuttle Bus Driver		12.71
31300 - Taxi Driver		13.89
31361 - Truckdriver, Light Truck		17.09
31362 - Truckdriver, Medium Truck		

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31363 - Truckdriver, Heavy Truck		18.40
31364 - Truckdriver, Tractor-Trailer		18.40
99000 - Miscellaneous Occupations		
99020 - Animal Caretaker		10.47
99030 - Cashier		9.82
99041 - Carnival Equipment Operator		12.35
99042 - Carnival Equipment Repairer		13.30
99043 - Carnival Worker		8.31
99050 - Desk Clerk		9.78
99095 - Embalmer		19.79
99300 - Lifeguard		10.92
99310 - Mortician		24.77
99350 - Park Attendant (Aide)		13.71
99400 - Photofinishing Worker (Photo Lab Tech., Darkroom Tech)		11.12
99500 - Recreation Specialist		16.99
99510 - Recycling Worker		15.47
99610 - Sales Clerk		11.08
99620 - School Crossing Guard (Crosswalk Attendant)		11.37
99630 - Sport Official		11.24
99658 - Survey Party Chief (Chief of Party)		18.39
99659 - Surveying Technician (Instr. Person/Surveyor Asst./Instr.)		17.48
99660 - Surveying Aide		11.43
99690 - Swimming Pool Operator		13.93
99720 - Vending Machine Attendant		10.73
99730 - Vending Machine Repairer		13.93
99740 - Vending Machine Repairer Helper		11.34

ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

HEALTH & WELFARE: \$2.87 an hour or \$114.80 a week or \$497.47 a month

VACATION: 2 weeks paid vacation after 1 year of service with a contractor or successor; 3 weeks after 5 years, and 4 weeks after 15 years. Length of service includes the whole span of continuous service with the present contractor or successor, wherever employed, and with the predecessor contractors in the performance of similar work at the same Federal facility. (Reg. 29 CFR 4.173)

HOLIDAYS: A minimum of ten paid holidays per year: New Year's Day, Martin Luther King Jr.'s Birthday, Washington's Birthday, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans' Day, Thanksgiving Day, and Christmas Day. (A contractor may substitute for any of the named holidays another day off with pay in accordance with a plan communicated to the employees involved.) (See 29 CFR 4.174)

THE OCCUPATIONS WHICH HAVE PARENTHESES AFTER THEM RECEIVE THE FOLLOWING BENEFITS (as numbered):

1) Does not apply to employees employed in a bona fide executive, administrative, or professional capacity as defined and delineated in 29 CFR 541. (See CFR 4.156)

2) APPLICABLE TO AIR TRAFFIC CONTROLLERS ONLY - NIGHT DIFFERENTIAL: An employee is entitled to pay for all work performed between the hours of 6:00 P.M. and 6:00 A.M. at the rate of basic pay plus a night pay differential amounting to 10 percent of the rate of basic pay.

3) WEATHER OBSERVERS - NIGHT PAY & SUNDAY PAY: If you work at night as part of a regular tour of duty, you will earn a night differential and receive an additional

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10% of basic pay for any hours worked between 6pm and 6am. If you are a full-time employed (40 hours a week) and Sunday is part of your regularly scheduled workweek, you are paid at your rate of basic pay plus a Sunday premium of 25% of your basic rate for each hour of Sunday work which is not overtime (i.e. occasional work on Sunday outside the normal tour of duty is considered overtime work).

HAZARDOUS PAY DIFFERENTIAL: An 8 percent differential is applicable to employees employed in a position that represents a high degree of hazard when working with or in close proximity to ordnance, explosives, and incendiary materials. This includes work such as screening, blending, dying, mixing, and pressing of sensitive ordnance, explosives, and pyrotechnic compositions such as lead azide, black powder and photoflash powder. All dry-house activities involving propellants or explosives. Demilitarization, modification, renovation, demolition, and maintenance operations on sensitive ordnance, explosives and incendiary materials. All operations involving regrading and cleaning of artillery ranges.

A 4 percent differential is applicable to employees employed in a position that represents a low degree of hazard when working with, or in close proximity to ordnance, (or employees possibly adjacent to) explosives and incendiary materials which involves potential injury such as laceration of hands, face, or arms of the employee engaged in the operation, irritation of the skin, minor burns and the like; minimal damage to immediate or adjacent work area or equipment being used. All operations involving, unloading, storage, and hauling of ordnance, explosive, and incendiary ordnance material other than small arms ammunition. These differentials are only applicable to work that has been specifically designated by the agency for ordnance, explosives, and incendiary material differential pay.

**** UNIFORM ALLOWANCE ****

If employees are required to wear uniforms in the performance of this contract (either by the terms of the Government contract, by the employer, by the state or local law, etc.), the cost of furnishing such uniforms and maintaining (by laundering or dry cleaning) such uniforms is an expense that may not be borne by an employee where such cost reduces the hourly rate below that required by the wage determination. The Department of Labor will accept payment in accordance with the following standards as compliance:

The contractor or subcontractor is required to furnish all employees with an adequate number of uniforms without cost or to reimburse employees for the actual cost of the uniforms. In addition, where uniform cleaning and maintenance is made the responsibility of the employee, all contractors and subcontractors subject to this wage determination shall (in the absence of a bona fide collective bargaining agreement providing for a different amount, or the furnishing of contrary affirmative proof as to the actual cost), reimburse all employees for such cleaning and maintenance at a rate of \$3.35 per week (or \$.67 cents per day). However, in those instances where the uniforms furnished are made of "wash and wear" materials, may be routinely washed and dried with other personal garments, and do not require any special treatment such as dry cleaning, daily washing, or commercial laundering in order to meet the cleanliness or appearance standards set by the terms of the Government contract, by the contractor, by law, or by the nature of the work, there is no requirement that employees be reimbursed for uniform maintenance costs.

**** NOTES APPLYING TO THIS WAGE DETERMINATION ****

Under the policy and guidance contained in All Agency Memorandum No. 159, the Wage and Hour Division does not recognize, for section 4(c) purposes, prospective wage

rates and fringe benefit provisions that are effective only upon such contingencies as "approval of wage and Hour, issuance of a wage determination, incorporation of the wage determination in the contract, adjusting the contract price, etc." (The relevant CBA section) in the collective bargaining agreement between (the parties) contains contingency language that Wage and Hour does not recognize as reflecting "arm's length negotiation" under section 4(c) of the Act and 29 C.F.R. 5.11(a) of the regulations. This wage determination therefore reflects the actual CBA wage rates and fringe benefits paid under the predecessor contract.

Source of Occupational Title and Descriptions:

The duties of employees under job titles listed are those described in the "Service Contract Act Directory of Occupations," Fourth Edition, January 1993, as amended by the Third Supplement, dated March 1997, unless otherwise indicated. This

publication may be obtained from the Superintendent of Documents, at 202-783-3238, or by writing to the Superintendent of Documents, U.S. Government Printing Office, Washington, D.C. 20402. Copies of specific job descriptions may also be obtained from the appropriate contracting officer.

REQUEST FOR AUTHORIZATION OF ADDITIONAL CLASSIFICATION AND WAGE RATE {Standard Form 1444 (SF 1444)}

Conformance Process:

The contracting officer shall require that any class of service employee which is not listed herein and which is to be employed under the contract (i.e., the work to be performed is not performed by any classification listed in the wage determination), be classified by the contractor so as to provide a reasonable relationship (i.e., appropriate level of skill comparison) between such unlisted classifications and the classifications listed in the wage determination. Such conformed classes of employees shall be paid the monetary wages and furnished the fringe benefits as are determined. Such conforming process shall be initiated by the contractor prior to the performance of contract work by such unlisted class(es) of employees. The conformed classification, wage rate, and/or fringe benefits shall

be retroactive to the commencement date of the contract. {See Section 4.6 (C)(vi)} When multiple wage determinations are included in a contract, a separate SF 1444 should be prepared for each wage determination to which a class(es) is to be conformed.

The process for preparing a conformance request is as follows:

1) When preparing the bid, the contractor identifies the need for a conformed occupation(s) and computes a proposed rate(s).

2) After contract award, the contractor prepares a written report listing in order proposed classification title(s), a Federal grade equivalency (FGE) for each proposed classification(s), job description(s), and rationale for proposed wage rate(s), including information regarding the agreement or disagreement of the authorized representative of the employees involved, or where there is no authorized

representative, the employees themselves. This report should be submitted to the contracting officer no later than 30 days after such unlisted class(es) of employees performs any contract work.

3) The contracting officer reviews the proposed action and promptly submits a report of the action, together with the agency's recommendations and pertinent information including the position of the contractor and the employees, to the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, for review. (See section 4.6(b)(2) of Regulations 29 CFR Part 4).

4) within 30 days of receipt, the Wage and Hour Division approves, modifies, or disapproves the action via transmittal to the agency contracting officer, or notifies the contracting officer that additional time will be required to process the request.

5) The contracting officer transmits the Wage and Hour decision to the contractor.

6) The contractor informs the affected employees.

Information required by the Regulations must be submitted on SF 1444 or bond paper.

When preparing a conformance request, the "Service Contract Act Directory of Occupations" (the Directory) should be used to compare job definitions to insure that duties requested are not performed by a classification already listed in the wage determination. Remember, it is not the job title, but the required tasks that determine whether a class is included in an established wage determination. Conformances may not be used to artificially split, combine, or subdivide classifications listed in the wage determination.